



City of Bothell™

**CONTRACT AND AGREEMENT**

**January 1, 2021**

**Through**

**December 31, 2023**

**BETWEEN**

**THE CITY OF BOTHELL**

**AND**

**THE BOTHELL POLICE OFFICERS GUILD**

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE 1 Preamble	4
ARTICLE 2 Definitions	4
ARTICLE 3 Recognition of Bargaining Unit	5
ARTICLE 4 Entire Agreement	6
ARTICLE 5 Guild Membership/Dues	6
ARTICLE 6 Management Rights	6
ARTICLE 7 Prohibited Practices	8
ARTICLE 8 Grievance Procedures	8
ARTICLE 9 Rates of Pay	10
ARTICLE 10 Vacations	14
ARTICLE 11 Holidays	16
ARTICLE 12 City Sick Leave	18
ARTICLE 13 Additional Leave	20
ARTICLE 14 Health Care	22
ARTICLE 15 Hours of Work/Overtime	24
ARTICLE 16 Clothing & Equipment	29
ARTICLE 17 Bill of Rights	29
ARTICLE 18 Bulletin Boards	32
ARTICLE 19 Collaborative Meetings	32
ARTICLE 20 Closing Clauses	33
ARTICLE 21 Term of Agreement	33
APPENDIX 1 Authorization for Dues Deduction	34

APPENDIX 2	Light Duty Assignments	35
APPENDIX 3	Traffic Control	36
APPENDIX 4	Pre-Employment Background Checks	37
APPENDIX 5	Salary Schedule	38

## **ARTICLE 1 - PREAMBLE**

Pursuant to R.C.W. 41.56, this Agreement has been entered into by the City of Bothell, hereinafter referred to as the "Employer" and the Bothell Police Officers Guild, hereinafter referred to as the "Guild". The purpose of this Agreement is to promote efficient law enforcement services and public safety; the promotion of harmonious relations between the Employer and the Guild; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment.

## **ARTICLE 2 - DEFINITIONS**

As used in this Agreement, the following terms are defined as follows:

1. Bargaining Unit - As defined in Article 3 of this Agreement.
2. Base Wage or Rate – The initial hourly rate of compensation an employee receives during an FLSA workweek. The base rate is calculated by dividing the employee's annual salary by 2080 hours.
3. Available by Phone - Available by Phone (ABP) means that an employee has been specifically directed by a supervisor (as authorized by a Commander) to be available for contact by phone 24 hours a day, seven days a week, unless excused in advance by his supervisor (e.g. vacations, special events).
4. Chief of Police - Bothell Police Department Chief of Police.
5. City - City of Bothell.
6. Commission - Bothell Civil Service Commission.
7. Days - All days are calendar days unless otherwise specified.
8. Department - Bothell Police Department.
9. Emergency - Any situation which jeopardizes the public health, safety and welfare, and requires alteration of scheduled work hours, shifts and/or personnel assignments.
10. Employee - Regular full-time commissioned Employee of the City of Bothell included within the bargaining unit.
11. Employer - City of Bothell
12. Furlough Day - Regularly scheduled day off.
13. Grievance - As defined in Article 8 of this Agreement.

14. Guild - Bothell Police Officers Guild.
15. His/Her - Wherever words denoting a specific gender are used in this Agreement, they shall be construed to apply to either gender.
16. Holiday - Any day listed in Article 11, Section 1, of this Agreement.
17. Holiday Leave - Amount of hours credited to, or deducted from, an Employee's vacation bank balance maintained by the City.
18. Member - Any member of the Bargaining Unit.
19. Merit Increase - Extra pay awarded in recognition of superior performance of an Employee over and above that considered satisfactory.
20. On-Call - Employees may be assigned "on-call" at any time at the discretion of the on-call employee's Division Commander. "On-call" means that an employee has been specifically directed by a supervisor (as authorized by a Commander) to be available for contact by phone 24 hours a day, seven days a week, unless excused in advance by his supervisor (e.g., vacation, special events). In addition, an on-call employee must be physically and mentally alert and available to respond to after-hour call-outs within 60 minutes from the time of the call-out.
21. Probationary Employee - Any employee who has not yet successfully completed his probationary period of employment in accordance with the City of Bothell Civil Service rules and Regulations.
22. Regular Rate - The hourly rate an employee is paid for hours worked during an FLSA workweek including all compensation in accordance with 29 CFR 778.109 (base rate plus premiums).
23. Strike - The concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.
24. Workday - The workday will begin with the first hour assigned and run for the next twenty-four (24) consecutive hours.

### **ARTICLE 3 - RECOGNITION OF BARGAINING UNIT**

The City hereby recognizes the Bothell Police Officers Guild as the exclusive bargaining representative, for the purposes stated in R.C.W. 41.56, of all commissioned Employees below the rank of Captain.

#### **ARTICLE 4 - ENTIRE AGREEMENT**

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement or agreement shall add to or supersede any of its provisions; provided that other agreements reached by the parties and reduced to writing shall be enforceable under the provisions of this agreement.

The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in the Agreement, the Employer and the Guild for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this Agreement, except as required in R.C.W. 41.56.

#### **ARTICLE 5 - GUILD MEMBERSHIP AND DUES CHECK OFF**

Section 1: Dues. Upon proper written authorization from an Employee, the Employer agrees to deduct from the wages of that Employee, a sum certified as Guild dues once each month and forward the sum to the Guild.

Section 2: Written Authorization. The Employer shall honor the terms and conditions of each employee's written authorization. Whether an employee is a Guild member or not, the Employer shall continue to deduct and remit dues and fees to the Guild until such time as the Guild or Employee notifies the Employer that the dues authorization has been properly terminated in compliance with the employee's written authorization.

Section 3: Neutrality. The Employer shall remain neutral when communicating with employees about Guild membership and direct employees to discuss Guild membership with a Guild official or staff representative.

Section 4: Employer Indemnification. The Guild agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders and judgments brought and issued against the Employer by third parties (including Employees) as the result of any action taken or not taken by the Employer under the provisions of this Article.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

The Guild recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with its lawful authority. Any authority which the Employer has not expressly delegated or modified by this Agreement is retained by the Employer. Management rights and responsibilities as described above shall include, but are not limited to, the following examples:

1. The Employer, the Chief of Police, and the Civil Service Commission shall retain all rights and authority to which by law they are entitled.

2. The Employer has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the Employer; provided that this subsection shall not operate as a waiver of the Guild's right to require the Employer to engage in collective bargaining regarding contracting and subcontracting.
3. The Employer shall have the authority to organize and reorganize the operations within the Department.
4. The Guild recognizes the right of the Chief of Police to establish and modify Department Rules and Regulations, Policy and Procedure, and operational procedures and guidelines; and to enforce said Rules and Regulations.
5. The Chief of Police has the exclusive right to schedule work and overtime work as required in the manner most advantageous to the Employer commensurate with the applicable provisions of this Agreement.
6. The Chief of Police has the right to determine performance standards, including assessment of the Employee's ability to perform their job.
7. The Chief of Police has the right to:
  - a. discipline, suspend, demote, and discharge non-probationary Employees for just cause.
    - i. In disciplinary actions resulting in suspension without pay it shall be Department Policy that the Employee will have the option, in lieu of a loss of pay, of deducting a vacation day for each day of suspension, up to a maximum of five (5) days from his/her vacation balance. Scheduling of disciplinary days off will be at the convenience of Department operations.
  - b. discharge or demote probationary Employees for any reason. Employees who are discharged or demoted before completing their probationary period shall not have access to the grievance procedures of this Agreement to protest or challenge the discharge or demotion, or the reasons therefore.
  - c. recruit, hire, promote, fill vacancies, transfer, assign, and retain Employees.
  - d. lay off Employees for lack of work or funds or other legitimate reasons.
  - e. when necessary, Employees shall be laid off in reverse order of seniority, within the police officer rank, and the last laid off shall be the first recalled. Employees shall be promoted at the discretion of the Department in accordance with Civil Service Regulations.
8. The Employer has the right to classify jobs and to determine the duties to be performed by Employees in classifications included in the bargaining unit.

9. The Employer has the right to determine business hours, starting and quitting times, and to discontinue work that would be wasteful or unproductive, commensurate with the applicable provisions of this Agreement. The Employer reserves the right to change shift schedules with the agreement of the Guild; provided, shifts may be changed in emergency situations for a period not to exceed 6 months in a 12-month period.
10. The Employer has the right to control the Police Department budget.
11. The Employer, at the direction of the Chief of Police shall have the right to take any and all actions necessary in the event of an emergency.
12. The Employer has the right to utilize volunteers to perform non-bargaining unit work.

## **ARTICLE 7 - PROHIBITED PRACTICES**

**Section 1: Strikes.** Neither the Guild nor the Employer shall initiate, authorize, or participate in any strike, work stoppage, work slow-down, lock-outs, or any other organized effort that interferes with the efficient operation of the Department.

**Section 2: Disciplinary Action.** Employees covered by this Agreement who engage in any of the actions prohibited in Section 1 above shall be subject to such disciplinary actions as may be determined, up to and including discharge and termination, by the Employer. The Guild agrees that any such disciplinary action on the part of the Employer shall be final and binding, and in no case be construed as a violation by the Employer of any provision of this Agreement.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

**Section 1: Definition.** A "grievance" means any disagreement, dispute, or claim which may arise on the part of an Employee, or the Guild, with respect to the interpretation or application of the provisions of written agreements between the parties.

**Section 2: Grievance Process.** Any employee or group of employees who feels they have a grievance may seek adjustment as follows with the assistance of the Guild if the Guild determines that the grievance is justified. Nothing herein shall prevent an employee from carrying on the grievance as described and nothing shall require the Guild to assist should they determine the grievance is not warranted. Grievances shall be handled in the following manner:

- a. **Step 1.** The Employee involved or affected shall present the issue to his immediate supervisor for disposition, either personally, through the Guild, within 10 days of when the Employee or the Guild knew, or reasonably should have known of the facts giving rise to the alleged contract violation. The supervisor shall attempt to resolve the grievance within ten (10) days. The Employee shall be notified of the



remedy or proposed remedy in writing, with a copy to the Chief of Police. For grievance issues that cannot practicably be resolved by the immediate supervisor (i.e. issues for which the immediate supervisor has no responsibility or authority), those grievances may be initiated at Step 2.

- b. Step 2. If the Employee is not satisfied with the solution by the immediate supervisor, the grievance, in writing signed by the Employee or a representative of the Guild, stating the section of the Agreement violated, the facts of the case as seen by the grieving party, and the remedy sought, may be presented within ten (10) days after receipt of the supervisor's answer in Step 1 to the Chief of Police. The Chief of Police shall attempt to resolve the grievance within fifteen (15) days after it has been received.
- c. Step 3. If the Employee is not satisfied with the solution by the Chief of Police, the grievance, in writing, stating the section of the Agreement violated, the facts of the case as seen by the grieving party, and the remedy sought, may be presented within ten (10) days after receipt of the Chief's answer in Step 2 to the City Manager. The City Manager shall attempt to resolve the grievance within fifteen (15) days after it has been received.
- d. Step 4. If within fifteen (15) days after the grievance has been submitted to the City Manager no settlement has been reached, and the parties have been unable to mutually reach agreement on an arbitrator, then the Guild may submit the grievance to the Federal Mediation and Conciliation Service (FMCS) for nine (9) Oregon/Washington arbitrators. The parties will flip a coin to determine the order and alternatively strike until one arbitrator remains on the list.
- e. In the case of disciplinary actions, both appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step 3 response. An Employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. If mutually agreed, time limits will be extended to complete a reasonable investigation before the selection of remedies is made.
- f. The Guild may decide to represent the employee or group of employees in a grievance to the Civil Service Commission or not. If the Guild chooses to not represent the employee or group of employees during the Civil Service Commission process nothing shall prevent the employee or group of employees from moving forward on his/her own. If the employee or group of employees appeals to the Civil Service Commission on his/her or their own it shall be done at his/her or their own expense and time.
- g. Appeals may only proceed to arbitration at the Guild's discretion and may not be pursued by the employee or a group of employees alone.

**Section 3: Other Provisions.**

- a. The Employer shall not discriminate against any individual Employee or the Guild for taking action under this Article.
- b. Grievance claims involving retroactive compensation shall be limited to ten (10) days prior to the written submission of the grievance.
- c. In arriving at any disposition or settlement of a grievance hereunder, neither party unilaterally nor an arbitrator shall have the authority to alter this Agreement or negotiate new agreements. The decision of the Arbitrator shall be final and binding on any Employee involved in the grievance, the Guild and the Employer, provided that either party may request judicial review of the arbitrator's compliance with this section.
- d. In the event of an arbitration under the provisions of this Article, each party will pay the expenses of their own representatives. Other costs will be borne equally by the parties hereto.
- e. The requirements for written grievance and responses throughout these steps shall not preclude the aggrieved Employee with their representative and the appropriate management representative from orally discussing and resolving the grievance.
- f. Time limits may be extended by mutual written agreement. If the City fails to comply with any of the above time limits beginning with Step 2, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any of the above time limits, the grievance is dropped and the City's position sustained.
- g. While a forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation.
- h. There shall be no interruption of work while grievances are being resolved.

**ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY**

**Section 1: Salary Schedule.** The classification of Employees covered by this Agreement and the corresponding rates of pay are set forth in Appendix 5 to this Agreement.

**Section 2: Premiums/Specialty Assignments.** Premiums (incentive pay) for special assignments, while so assigned, shall be based on the officer's monthly base salary (see Appendix 3) and shall be made at the following rate:

	<u>Monthly Rate</u>
Campus Resource Officer	3%
Crime Prevention Officer	4%
Detective	4%
F.T.O.	4%
School Resource Officer/SOSO	3% *
K-9	3%
Master Police Officer	7%
Professional Standards Unit Sergeant	3%
North Sound Metro SWAT	3% *
Traffic Unit Specialist	3% *
Training Officer	3%
Training/Administrative Sergeant	3%**

Provided, however, that only one applicable premium rate (elected by the Employee) shall apply at any one time.

- a. Available by Phone: At the discretion of the Chief, Employees assigned to specialty assignments identified by an asterisk (\*) above, may be placed on or removed from "available by phone" status (as defined in Article 2 of this agreement).
- b. Employees may be assigned as both a Training/Administrative Sergeant identified by a double asterisk (\*\*) above and as a member of North Sound Metro SWAT. Compensation for simultaneous assignment to these two special duties assignments shall be no more than a combined total of six percent (6%) incentive premium based upon the officer's monthly base salary.
- c. At the discretion of the Chief of Police employees may be assigned to a specialty assignment not listed above. If this occurs the employee will be paid a 3% premium if they are not already receiving a premium rate for another assignment. The Guild reserves the right to bargain the 3% premium for special assignments made by the Chief that are not listed above.
- d. Employees assigned to specialty assignments may be rotated periodically for the benefit of the Department, other Employees, or temporarily to address increased workloads. Such assignments are a management right and strictly at the discretion of the Employer. These assignments and rotations are not a subject of bargaining.
- e. An Employee who is temporarily assigned to a specialty assignment that has a premium pay, or to a supervisory position that has a higher rate of pay, shall receive such higher rate of pay or premium pay provided such assignment is for more than one workweek.

**Section 3. On Call Assignments:** At the discretion of the Chief, Employees assigned to specialty assignments may be placed or removed from "on call" status (as defined in Article 2 of this agreement).

- a. Employees will be paid \$35 for each day they are on-call. For the purposes of calculating on-call pay, one day is deemed to be the 24-hour period following the start time of the on-call shift. For example, an employee assigned to be on-call beginning at 0600 hours on a Monday through 0600 hours on a Saturday would be eligible for five days of on-call pay.
- b. When on-call employees are called out after hours and unable to start their shift at the scheduled start time the following day (due to the call out), their shift will be adjusted and deemed to have started when they were called out. Employees will be paid at the rate of 1.5 times their regular rate of pay for those hours outside of their normal work hours. For example, if an employee is called out at 0200 hours and their normal shift would begin at 0700, their shift would adjust to begin at 0200 hours and end at 1200 hours (for an employee assigned to a 10-hour shift). The employee would be compensated at 1.5 times their regular rate of pay between 0200 hours and 0700 hours. At their discretion, an employee may also utilize leave or otherwise adjust their schedule as approved by a supervisor.

Section 4. Master Police Officer: The assignment of Master Police Officer (MPO) shall be a specialty assignment and not a civil service rank. The Chief of Police may assign or remove Employees as an MPO at his/her discretion. The primary mission of the MPO program is to give the Chief of Police supplementary supervisory resources and to provide career advancement and leadership opportunities. The general responsibilities of the MPO shall be to assist the Sergeant with supervisory responsibilities, assume duties of the Sergeant in his/her absence, assist with the FTO program, and perform any other duties/responsibilities as directed.

- a. Master Police Officer shall receive an incentive pay of 7%. Master Police Officers who are temporarily assigned as a shift supervisor for 5 or more shifts in a pay period (excluding days off) shall receive an additional incentive pay of 3.5% for the pay period based on the MPOs monthly base salary.
- b. Up to one MPO may be assigned to each patrol squad and for every 12-month cycle shall work six (6) contiguous months on a day shift squad and six (6) contiguous months on a night shift squad. If the MPOs agree, they may request to remain on the same shift rotation for a defined amount of time with the approval of the division commander.
- c. MPO's may be assigned as Field Training Officers on an "as needed" basis. The MPO premium pay includes active field training of student officers as well as duties related to Phase 3 of field training. While acting as a Phase 1 or Phase 2 FTO, MPO's will not be assigned other MPO responsibilities.
- d. MPO's may be assigned as the shift supervisor for their respective squads for up to 3 (three) consecutive shifts in the event their assigned sergeant is unable to work his/her assigned shifts. However, patrol sergeants assigned to the same shift (days or nights) shall be given the opportunity to work the available shifts prior to the shifts being assigned to the MPO. If allowing the MPO to supervise a shift

brings the staffing below four officers (excluding the MPO), sergeants will be given first right of refusal to work the shift.

- e. For absences of more than three consecutive shifts, attempts will be made to staff those shifts with existing patrol sergeants. MPO's may be assigned as shift supervisors in the event no patrol sergeants are available to work.
- f. First consideration for filling absences in excess of 30 days (14 shifts) will be given to employees on the sergeant's promotional eligibility list or pursuant to Civil Service Rules.
- g. The parties agree that the Master Patrol Officer position shall have full-time supervisory authority in the absence of a Sergeant. The Master Patrol Officer will have assigned administrative tasks which may include, but are not limited to:
  - i. Follow-up monitoring of Officers from FTO status through their probationary year. This may include participating in the first-year evaluation process.
  - ii. Assisting with paperwork such as timesheets, training, scheduling, completing squad statistics, and reviewing reports submitted.
  - iii. Assuming duties of the Sergeant on an as needed basis.
  - iv. Discipline shall only be administered by the rank of Sergeant or above.

Section 5: K-9 Officer. Officers assigned to K-9 duties undertake additional duties outside the normally scheduled shift as part of the care and maintenance of their dogs.

- a. In order to comply with the Fair Labor Standards Act (FLSA) K-9 officers shall receive additional pay at 1.5 times their regular rate of pay in addition to the premium set forth in Section 2 above. Employees shall be paid for 3.5 hours each week (upon reporting such time) for care and maintenance activities.
- b. It is expected the K-9 Officer schedule routine veterinary care (checkups and vaccinations) during the times of their normally scheduled shift. On the rare occasion the K-9 would need emergency medical care, outside the scope of routine care, time spent for that veterinary visit shall be adjusted from the officer's normally scheduled shift(s).

Section 6. Education Premium:

- a. Employees shall be paid at the following rate:
  - i. Attainment of an Associate degree from an accredited college or university in an approved field or accumulation of 90 college credits towards a Bachelor's degree in an approved field of study: 2% of the officer's base monthly salary.

- ii. Attainment of a Bachelor degree from an accredited college or university in an approved field of study: 4% of the officer's base monthly salary.
- b. The City will provide for reimbursement for the cost of the class under the City's tuition reimbursement policy.
- c. Employees pursuing or maintaining the Education Premium shall do so on their own time. Professional seminars and classes are not credited toward achieving the continuing education premium.
- d. For the purpose of Article 9, Section 6(a.) of this agreement, "Approved Fields of Study" are designated to be:
  - i. Police Science (Law Enforcement)
  - ii. Political Science
  - iii. Sociology
  - iv. Psychology
  - v. Community Service
  - vi. Public or Business Administration
  - vii. Other fields of study approved by the Chief of Police

**Section 7: Longevity Premium.**

Eligible officers will receive the longevity premium as follows:

Upon Completion of (Years in Service)	Longevity Premium
5 yrs.	2%
10 yrs.	4%
15 yrs.	6%
20 yrs.	8%
25 yrs.	10%

**ARTICLE 10 - VACATIONS**

**Section 1: Definition.** "Vacation Leave" shall mean a working day or an accumulation of working days on which a full time Employee may, by prearrangement, continue to receive the regular rate of compensation although he does not report for duty or perform the functions of the job to which assigned.

**Section 2: New Hires.** Except as provided in Section 3, effective January 1, 2008, newly hired probationary police officers shall receive nine (9) hours of vacation leave for each month or partial month of service during their first twelve (12) months of employment.



Vacation leave earned in subsequent years shall be in accordance with the schedule in this Agreement.

Section 3: Lateral Entry Hires.

- a. Lateral Entry Police Officers shall earn vacation leave commensurate with their years of service as a commissioned civilian police officer as determined by the Chief of Police.
- b. Newly hired lateral Police Officers will be credited with 24 hours of vacation leave. This leave can be used immediately upon hire.

Section 4: Accrual. Vacation leave accrual shall be computed from the date of hire at the rate indicated in the following schedule:

Completed Years of Continuous Service from Date of Hire	Annual Vacation Accrued
1 year	108 hours
4 years	132 hours
7 years	140 hours
9 years	160 hours
15 years	180 hours
20 years	196 hours

Employees may not use vacation until it is accrued.

Section 5: Carry Up/Over. Employees may carry up to one year's vacation accrual to the next calendar year. Unexpended vacation leave in excess of these limits is deemed waived by the Employee. The Chief of Police may approve carry over above the one-year accrual to the next calendar year at his or her sole discretion. Employees, except upon separation from service, shall not be entitled to pay in lieu of using vacation leave. Leave time other than vacation leave shall not be cumulative from year to year and must be used in the year in which it is earned.

Section 6: Separation/Layoff. Upon separation or layoff, Employees will be paid for their remaining unused vacation leave. Such pay will be based upon the Employee's normal rate of pay. Resignations and discharges would start over new service credit if rehired, except that the Employer may reinstate the vacation accrual rate for Employees who return to the City within one year of a resignation. Layoffs rehired within two years would maintain their creditable service for accrual purposes as would Employees returning from disability retirement.

Section 7: Vacation Bidding Process.

- a. To facilitate the Employer's coordination of vacations, duty schedules, Court schedules and known operational requirements, every Employee shall participate in the established bidding process. The Employer may deny an Employee a

vacation at the time it is requested based upon operational needs, existing exigencies or emergencies.

- b. Between November 1 and November 15 of each year, every Employee shall submit one primary (first vacation choice) and one secondary (second vacation choice) vacation request for the January through December period. The primary and secondary vacation requests each shall be for no less than one shift and no more than 30 consecutive days off. The primary requests shall be considered for approval by seniority. In the event a primary request is not approved, the officer shall be required to re-submit alternative primary requests until one is approved. The same process shall be used for secondary requests.
- c. A third, optional participation vacation bidding period shall be offered between April 1 through April 15 of each year for the June through December period. These requests shall be considered for approval, based on seniority, provided that such approval shall not supersede any previously approved vacation requests. There shall be as many rounds of bidding as necessary to consider all bidding requests.

#### Section 8: Vacation Requests.

- a. Vacation requests submitted outside of the vacation bidding process will be considered on a case-by-case basis and may be approved when (a) no overtime will be incurred, or (b) the bargaining unit employee is able to find another patrol officer, with the approval of the affected Sergeant(s), to voluntarily cover the absence resulting from such vacation or training without any overtime expense, or (c) such request receives approval from the Chief of Police, or designee. If the leave is approved, the City will adjust schedules to avoid incurring overtime expenses.
- b. The approval or denial of vacation requests remain the sole discretion of the City. Conflicts in vacation requests shall be settled on the basis of seniority.
- c. Seniority for officers shall be determined by their most recent date of hire. Seniority for sergeants shall be determined by the length of time within the sergeant rank.
- d. Unplanned leaves of absence and /or unplanned officer training shall not be grounds for denying a previously approved vacation request and/or prevent a bargaining unit employee from taking his or her scheduled vacation.

### **ARTICLE 11 - HOLIDAYS**

Section 1: Recognized Holidays. The following are listed as legal holidays:

- a. New Year's Day (January 1)
- b. Martin Luther King Day (Third Monday in January)
- c. President's Day (Third Monday in February)
- d. Memorial Day (Last Monday in May)



- e. Independence Day (July 4)
- f. Labor Day (First Monday in September)
- g. Veteran's Day (November 11)
- h. Thanksgiving Day (Fourth Thursday in November)
- i. Day Following Thanksgiving
- j. Christmas Day (December 25)
- k. Two additional holidays selected by the Employee
- l. Any other nationally observed holiday granted to other City Employees.

## Section 2: Holiday Leave.

- a. The Employer shall add 96 hours of holiday leave to the holiday leave bank of each employee on January 1<sup>st</sup> of each year. Holiday leave will be pro-rated for part-time Employees and employees hired mid-year.
- b. Employees shall schedule holiday leave pursuant to Article 10, Section 7 of this agreement. When an employee takes a paid day of holiday leave, the number of hours taken will be deducted from their leave balance. Holiday leave must be utilized in the year in which it is earned.
- c. Upon separation from service, holiday leave not taken will be cashed out on a pro-rated basis in relation to the number of holidays that have occurred in the year at the time of separation **less** the number of hours of holiday leave already taken by the employee for that year. (For example, if the employee separates from service in March, three holidays have occurred. If the employee has only utilized holiday leave hours equivalent to two holidays, they would be eligible for one day of holiday leave cashed out upon separation. However, if the employee has utilized holiday leave hours equivalent to three holidays, they would not be eligible for any holiday leave cash out.)
- d. In the event an employee uses a full day or full days of holiday leave, the holiday leave bank will be charged 8 hours for each full day of holiday leave used, regardless of the employee's shift configuration.

## Section 3: Work on Holidays.

- a. Employees who work on designated holidays shall be paid at a rate of 1.5 times their regular rate of pay for their entire shift if they work fifty (50) percent or more of their shift on the holiday.
- b. Employees that work fifty (50) percent or more of their shift on Thanksgiving, Christmas Day or New Year's Day shall be paid at two (2) times their regular hourly rate of pay. Employees that work overtime on Thanksgiving, Christmas or New Year's Day shall be paid an additional half-time (.5) their regular rate of pay for all overtime hours worked.

## **ARTICLE 12 – CITY SICK LEAVE**

**Section 1: Sick Leave.** Subject to the limitation contained herein, each LEOFF-II Employee shall accrue 8 hours of sick leave credit for each calendar month or partial month of employment. Any sick leave accrued which is unused and unconverted to vacation, per Section 2 below, shall be carried over from one calendar year to the next. Newly hired lateral Police Officers will be credited with 40 hours of sick leave. This leave can be used immediately upon hire.

**Section 2: Sick Leave Conversion.** Annually, Regular Employees with more than 192 hours of accrued sick leave at the end of the calendar year have the option of converting up to 24 hours of accrued sick leave to vacation leave. Employees electing to convert sick leave to vacation must notify Human Resources by December 1<sup>st</sup> and specify the number of hours to be converted, not to exceed 24. Human Resources will confirm the Regular Employee has at least 192 hours in their sick leave bank and will process the conversion to be effective the first pay period in January of the following year.

**Section 3: Approved Grounds for Sick Leave.** In accordance with the terms of this contract, eligible Employees shall be entitled to request sick leave with pay for the following reasons:

- a. The employee's own illness, injury physical incapacity, forced quarantine in accordance with state or community health regulations or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.
- b. The employee's care for a family member with illness, injury or health condition; care for family member who needs medical diagnosis, care or treatment; care for family member who needs preventive medical care. Family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, in-law, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; sibling; any relative living in employee's household or relationships other than those set forth above where the employee is responsible for care, the use of sick leave may be granted by the City, upon request; and
- c. Family and Medical Leave as indicated by City Policy and applicable State and Federal law.
- d. Medical, dental or vision treatment of the employee or his/her family member.
- e. An absence due to closure of the City's offices by order of public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason.
- f. Absences covered by the Domestic Violence/Sexual Assault leave policy.

**Section 4. Sick Leave Use.** Continuance of pay during absence from duty by reason of facts that would warrant the approval of sick leave is contingent upon strict compliance with the following procedures:

- a. On the first day of absence from duty, the Employee or someone on his or her behalf, shall give to the Employee's immediate supervisor, notice by telephone or otherwise, a minimum of 1.5 hours before scheduled starting time, the reason for such absence unless circumstances beyond the Employee's control prevent such notice.
- b. The City may require a doctor's certificate after the employee is absent more than three (3) consecutive work days to verify legitimate use of sick leave, provided that for non-exempt employees:
  - i. an employee will have up to 10 calendar days to provide the required documentation;
  - ii. if requested, documentation need not disclose the nature of the medical condition causing the need for leave; and
  - iii. if a requirement to provide documentation will result in unreasonable burden or expense to the employee, an employee may advise the City of this concern and the City will evaluate its request in light of the circumstances.
- c. In the event an Employee uses a full day or days of sick leave, the sick leave bank will be charged with 8 hours for each full day of sick leave use, regardless of the shift schedule.

**Section 5: Reasonable Time.** Bona fide doctor and dental appointments requiring a reasonable time period of absence from work shall not be charged against the sick leave record of an Employee, if orally reported to the satisfaction of the Department. "Reasonable time" will be determined by the Department. Officers shall make a good faith effort to schedule such appointments during off-duty hours. At the option of the Employee, sick leave in excess of the maximum accrued days available may be supplemented by deduction from fully accrued and unused vacation leave time.

**Section 6: City Sick Leave Cash-Out Program.**

- a. Upon layoff or LEOFF retirement (voluntary separation under the Law Enforcement Officer and Fire Fighter Retirement System Plan 2, eligibility beginning at age 50, whether or not the employee begins drawing retirement), employees shall have 50% of any unused sick leave hours remaining in their sick leave bank converted to an hourly amount based upon their base hourly rate of pay. This amount shall be capped at \$20,000 and shall be contributed to their VEBA account.
- b. Upon voluntary separation or layoff prior to retirement eligibility (prior to age 50), employees shall have 10% of any unused sick leave hours remaining in their sick

leave bank converted to an hourly amount based upon their base hourly rate of pay. This payout will be capped at \$20,000.

- c. In the event of a line of duty death, employees shall have 100% of any unused sick leave hours remaining in their sick leave bank converted to an hourly amount based upon their base hourly rate of pay. In the event that the employee dies while still employed by the City of Bothell (not duty related), employees shall have 60% of any sick leave hours remaining in their sick leave bank converted to an hourly amount based upon their base hourly rate of pay. In both cases that amount shall be paid to their beneficiaries.

Section 7: Light Duty Assignments. In the event a LEOFF II member becomes sick or disabled, the Employer may allow the LEOFF II member to return to work in a light duty status. Nothing in this Section shall modify the Employer's rights or obligations found in R.C.W. 41.04.500 through 41.04.550 (See attached Appendix 2, titled Memorandum of Understanding on Light Duty Assignments).

Section 8: Rehire. Except as stated in Section 7 above, unused sick leave will not be cashed out upon separation from the City. However, if a separated employee is rehired by the City within 12 months, the accrued sick leave balance that existed as of the separation date will be reinstated (excluding any portion that was cashed out).

### **ARTICLE 13 - ADDITIONAL LEAVE PROVISIONS**

Section 1: Military Leave. Leave without pay as required by Federal and State law and regulations shall be allowed to any full-time Employee who is a member of the Washington National Guard or any organized reserve of the Armed Forces of the United States and required by reason of such membership to be on active duty. Any such Employee whose dependents are covered under the medical benefits provisions of this Agreement may continue such coverage for said dependents provided he advances the premiums payable monthly for such coverage to the Employer on or before the first day of each month during which he is on Military Leave. When a full-time Employee is called to active duty for a period of greater than fifteen (15) days, he or she shall be granted a leave of absence without pay and without loss of position, rating or eligibility, providing such Employee applied for re-employment immediately after termination of such duty.

Section 2: Leave of Absence Without Pay. If, in the opinion of the City Manager upon recommendation of the Chief of Police, it would be in the best interests and welfare of the City, the City Manager may grant to any Employee a leave of absence without pay. The decision of the City is final, and not subject to the grievance procedure. Employee must utilize all of his or her earned and unused vacation leave before being eligible for a leave of absence without pay. During such leave of absence without pay, Employees shall not accrue sick leave or vacation credit. Employees are responsible for paying their own health benefit premiums, in advance, during any complete calendar month of leave without pay; provided, however, that the City will continue to pay the Employee's health benefit premiums while the Employee is on Family and Medical Leave, according to the City Family and Medical Leave Policy.

Section 3: Civil Leave. Necessary leave shall be authorized by the Department Head or the City Manager to permit any Employee to report for duty or to serve as a member of a jury, or to exercise any civil duty provided by law. Each Employee who is granted such civil leave, and who receives compensation for the performance of such civil duty shall be paid by the City for the time he is absent, only the amount of excess of his or her regular salary over the compensation so received for civil duty. Every Employee, upon completion of civil duty service, shall on the next work day report in writing, to the Department, the dates and periods of such absence from regular duty time with the City. As soon as compensation has been received for the rendition of such civil duty service, the Employee shall promptly report the same to the Department and it shall be the duty of the Department to notify the Administrative Services Department to make the necessary adjustment in the next pay of the Employee.

Section 4: Bereavement Leave. An Employee may be granted up to three (3) days of leave without loss of pay because of the death of a member in the immediate family defined as husband, wife, daughter, son, mother, father, mother-in-law, father-in-law, grandparents, grandparents of spouse or domestic partner, grandchildren, or brother or sister of the Employee, for purposes of attending the funeral and/or taking care of family affairs relating to the death.

Section 5: Shared Leave Program. The Shared Leave Program enables regular full-time Employees to donate annual vacation leave or compensatory time to fellow regular full-time Employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses, or other similar catastrophic events. The program is not intended to act as an extension of Disability Leave for LEOFF I Employees. The program also allows Employees to accept donated annual vacation leave or compensatory time to care for immediate family members as defined in Section 3 (b.) of Article 12 of this Agreement suffering from an extraordinary or severe illness if the duration of the illness will cause the Employee to take leave without pay or to terminate his or her employment. Implementation of the program for any individual Employee is subject to agreement by the Chief, and the availability of shared leave from other Employees. The Chief's decisions in implementing and administering the shared leave program shall be reasonable, but shall not be subject to the grievance provisions of this Agreement.

- a. Donor Restrictions. An Employee may donate any amount of vacation leave to which he is entitled provided the donation does not cause the Employee's vacation leave bank to fall below 80 hours. The donation shall be accounted for in a dollar amount equal to the hours donated multiplied by the hourly pay of the donor.
- b. Donee Restrictions. An Employee may receive shared leave provided he/she meets the following standards:
  - i. The Chief determines he/she is eligible.



- ii. The Employee is not eligible for time-loss compensation under RCW 51.32 (Worker's Compensation) or disability benefit payments through the disability insurance plan.
- iii. The Employee has complied with the sick leave provisions of this Agreement insofar as they may be applicable.
- iv. The Employee has submitted, if requested, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- v. All other forms of available paid leave in excess of 40 hours of sick leave and 40 hours of vacation leave shall be used before shared leave.
- vi. Leave shall be granted in an number of hours equal to the donation dollar amount divided by the hourly pay of the done.
- vii. When the City's obligation to provide health care benefits to an Employee who is off of work due to a FMLA qualifying event terminates, the Employee may use the value of shared leave donated to him/her to offset the cost of providing the Employee and his/her eligible dependent(s) health care benefits during the period that the employee remains on leave, up to a maximum period of six (6) months.

Section 6: Washington Paid Family and Medical Leave. Paid Family and Medical Leave (PFMLA) is a new benefit administered by the Employment Security Department in Washington State that provides a portion of an employee's salary for a 12-week period that can be used at the same time as FMLA. The benefit also provides for healthcare and job protection. Employees can use PFMLA in accordance with the laws and regulations that govern the program and City policy. The employee pays 63.33% of the PFMLA premium to the State of Washington, the City pays 36.67%.

## **ARTICLE 14 - HEALTH CARE**

Section 1: Health Plan Options. The City shall provide a medical insurance plan covering sickness and injuries for Employees and eligible dependents. The Employer will pay 100% of the insurance premiums for Employees and 90% of the premium cost for eligible dependents under the City's Association of Washington Cities Regence/Asuris High Deductible Health Plan (HDHP) or Kaiser High Deductible Health Plan (HDHP), or Kaiser Permanente 200 Plan with associated Health Reimbursement Voluntary Employees' Beneficiary Association (VEBAHRA).

Section 2: Health Reimbursement Accounts (HRA). Employees participating in a HDHP will have a Health Reimbursement Account VEBA account (HRA) established in their name. The Guild and the City agree that the set-up of the HRA VEBA will provide for annual roll-over of account funds and there will not be a cap on the overall account balance. Additionally, the HRA VEBA will be established as accessible to an employee

post retirement or upon separation from employment with rights of survivorship to the employee's spouse or dependents in the event of death. Employees enrolled in the HDHP (except as outlined in 3. a and 3. b below) will have access on January 1<sup>st</sup> in their individual HRA VEBA account to \$4,000 for each employee without dependents, and \$8,000 for each employee with a spouse and/or dependent(s).

- a. The City will make contributions to the HRA VEBA for each employee, and employees leaving employment mid-year will receive pro-rated contributions.
- b. New Employees or Mid-Year Hires. Individual HRA VEBA accounts for new employees or mid-year hires who choose to be covered by a HDHP will be established as follows:

The newly eligible employee will have access at the beginning of the first month of eligibility to a HRA VEBA account with funding based upon the amount of their deductible and pro-rated amount equivalent to 1/12th of the additional annual HRA VEBA contribution amount.

- \$2,000 for an employee without dependents, or
- \$6,000 for an employee with spouse and/or dependents; and
- Receive a pro-rated amount of \$166.67, per month, beginning on the first day of the month following their initial eligibility for the remainder of the first calendar year of hire.

Beginning the next calendar year, the employee will receive the contributions as outlined in the above stated Section 3.

- c. All individual HRA VEBA account balances are considered to be available in full on the first day of eligibility, regardless of the funding methodology agreed upon between the City and HRA VEBA vendor.
- d. The City agrees to pay to the HRA VEBA vendor the initial start-up fee for the Voluntary Employees' Beneficiary Association in the amount of \$600 and an annual renewal fee to cover the Plan in the amount of \$500.
- e. A Health Management Organization Plan (HMO), with an associated HRA VEBA to which the employer will contribute \$300 annually for each employee without dependents and \$600 annually for each employee with spouse or dependents. This plan will be comparable to the plan provided by AWC's Kaiser Permanente 200 Plan.

Section 3: Life Insurance. The City shall provide and pay for group life insurance coverage on all Employees in a face amount of \$100,000. Each Employee may designate the beneficiary on such coverage. The City shall make available a voluntary option for Employee's to purchase additional life insurance at the Employee's expense.

Section 4: Disability Insurance. The Guild shall administer an Employee-paid disability insurance program and ensure that disability coverage does not lapse for any member.

Membership in a Guild sponsored disability plan, together with mandatory payroll deduction, shall be a condition of employment for all LEOFF-II Employees.

Section 5: Vision Insurance. The City shall provide and pay for a group vision insurance program for Employees and their dependents.

Section 6: Dental Insurance. The City shall provide a group dental insurance program for Employees and their dependents in the form of Washington Dental Service Plan "F" with Orthodontia Rider Plan V or a plan with substantially the same benefits. The City will pay 100% of the Employees' premiums and 90% of dependents' premiums.

Section 7: Required Plan Changes. For insurance plans provided pursuant to this Agreement, both parties will be bound by required plan changes.

Section 8: Flexible Spending Account. The City may provide, at no cost to the Employee, a Section 125 Plan for tax deferred payment of IRS identified health care expenses.

## **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

Section 1: Regular Shift. All Employees shall be employed on the basis of a work shift between an eight (8) hour to a ten (10) hour day (may be scheduled up to twelve (12) hour days upon mutual agreement with the City and Guild). Also, any shift beyond five (5) days will be mutually agreed upon. The specific hours and days to be worked shall be at the discretion of the Chief of Police, subject to the provisions of Article 6, Section 9. The hours worked in excess of a work shift day are designated as overtime. Except in emergency situations where public health and safety require it, Employees shall work overtime only with the specific and prior approval of the Employer.

Section 2: Overtime Rate. Overtime pay shall be paid at 1.5 times the regular rate.

Section 3: Shift Extension. Overtime which is an extension of shift, either at the beginning or end of a shift, shall be paid at 1.5 times the regular rate for the actual time worked, rounded to the nearest one quarter hour.

Section 4: Overtime Minimum. Overtime worked which is not an extension of shift shall be compensated at a minimum of three (3) hours paid at 1.5 times the regular rate.

Section 5: Off-duty Contact. Both parties agree that from time-to-time it is necessary for employees to be contacted while off duty. When this occurs, it shall not be considered an extension of shift. The employee shall be paid at 1.5 times the regular rate for the total amount of time they are called off duty rounded up to the nearest fifteen-minute increment. Both parties also agree that off duty calls should be limited and rare in order to respect a necessary work/life balance for all employees. This language does not apply to transitory conversations such as inquiring about shift coverage, etc., that employees shall not be compensated for.



Section 6: Court Appearances.

- a. Where an employee is required by subpoena or specifically assigned by supervisory personnel, command personnel or prosecuting attorney to appear and testify in court or administrative hearing outside of the employee's regularly scheduled work hours, that employee shall be compensated at a minimum of three (3) hours at 1.5 times the regular rate.
- b. Any court or administrative appearances in excess of three (3) hours shall be paid hour for hour at 1.5 times the regular rate.
- c. An employee shall be eligible for three (3) hours at 1.5 times the regular rate if they have a scheduled court appearance during regularly scheduled time off and the court appearance is cancelled within 48 hours of the scheduled date and time for appearance.
- d. Officers who receive a subpoena for a court appearance in Superior Court or Juvenile Court shall call the number on the subpoena for the paralegal or Deputy Prosecutor to confirm receipt of the subpoena and to receive information about the actual appearance date and time.
  - i. Officers who are scheduled for such a court appearance while not on duty and who have been notified and authorized by the Prosecutor that they are not required to be physically present at court, but are being required to be on "standby" will be compensated at a "Superior/Juvenile Court Standby" rate of fifty percent (50%) of their straight time pay for all time they are required to remain on "standby."
  - ii. Officers who are on "Superior/Juvenile Court Standby" shall provide the Prosecutor a phone number where they can be reached and must ask the Prosecutor to provide a specific start time and end time for the "standby." Employees must be physically and mentally alert and available to appear at the court within a sixty (60) minutes driving time from the time of the request of the Prosecutor.
  - iii. All requests for Superior/Juvenile Court Standby pay under this section must include the name of the Prosecuting Attorney responsible for authorizing the standby for the case.
- e. The parties agree that time spent by Guild members checking notification messages is de minimis, and thus shall not result in additional compensation.

Section 7: Compensatory Time.

- a. Employees may elect to accrue compensatory time at time and one-half the regular hourly rate in lieu of cash payment for overtime worked, to a maximum accrual of 80 hours.

- b. The specific date or dates to take compensatory time off shall be at the discretion of the Department based upon maintaining sufficient force on duty and available for maintaining public health and safety.
- c. Upon separation from City service for any reason an Employee shall be paid for all unused accrued compensatory time.
- d. Employees may request to cash out their accrued compensatory time at their base hourly rate in lieu of comp-time, up to two (2) times per calendar year. The cumulative pay requested may be equivalent to no more than 80 hours per calendar year.
  - i. The employee shall submit their request in writing to the Police Chief. Requests approved by the Police Chief shall be recommended to the City Manager for approval.
  - ii. Cash out of comp-time hours will be paid at the employee's base hourly rate of pay for their regular position appointment and not at the rate for any "acting" assignment that the employee may be serving at the time cash-out occurs.
- e. The City shall allow an employee to use compensatory time off so long as the employee gives the City at least seventy-two (72) hours-notice of his/her intent to use compensatory time off and the City is able to find a voluntary, replacement employee for the employee that is using the compensatory time.
  - i. The City shall use its best efforts to find a replacement employee. The City cannot use the fact that a voluntary, replacement employee will have to be paid overtime to deny an employee the use of compensatory time.
  - ii. When an officer uses accrued compensatory time, the replacement officer (if required) will be paid for any overtime earned in cash rather than in compensatory time.

Section 8: 7(k) Exemption. The City has elected to observe a 7 (K) exemption pursuant to the Fair Labor Standards Act (FLSA). The City may nominate a work period consistent with the 7(K) exemption, and will pay 1.5 times the regular rate for hours worked in excess of the maximum permitted in that work period. The City is utilizing a twenty-eight (28) day work period.

Section 9: Guild Time. Reasonable time off will be granted to Guild Representatives for investigating complaints, grievances and Guild contract negotiations subject to Department approval based upon maintaining sufficient Employees on duty to serve the public. This relates to personnel currently scheduled on duty.

Section 10: Short Roll-Back. "Short Roll-Back" applies, for example, when an Employee is assigned to an eight (8) hour-a-day work schedule. When an Employee so assigned is required to return to work for a full shift in less than sixteen (16) hours from the end of

their regular assigned work schedule, additional compensation will be paid as overtime in accordance with the following schedule:

<u>Hours Worked</u>	<u>Compensation</u>
1	½ hour
2-3	1 hour
4	1½ hours
5-6	2 hours
7	2½ hours
8	3 hours

- a. This provision does not apply for rotation of work schedule assignments, based on predetermined change of shift hours, or routine "shift changes".
- b. This provision also shall not apply when overtime is available under any other provision of this contract, or when the shift change is the result of an Employee's request.
- c. This same type of compensation will be applied to other than eight hour shifts so that, for instance, Employees who are working a ten-hour duty schedule must be given a minimum of 14 hours between shifts or receive compensation in accordance with the above schedule.

Section 11: Twelve Hour Shift. The City and Guild agree to utilize a fourteen (14) day work cycle/twelve (12) hour shift schedule for patrol officers and patrol sergeants in accordance with section 7(k) of the Fair Labor Standards Act.

- a. In order to compensate bargaining unit employees for the extra hours resulting from the change in work cycle/shift schedule, each bargaining unit employee working the twelve (12) hour shift will be paid for an additional nine and two tenths (9.2) hours per month at the base rate of pay. The payment for these hours shall be included in the first paycheck of the next pay period (4.6 hours per pay period at the base rate of pay).
- b. Both parties agree to open Article 15, Section 11 (a.) of this contract above to negotiate additional alternatives to the language and/or the rate of pay by no later than July 1, 2021.
- c. In order to minimize overtime expenses resulting from the (14) day work cycle/twelve (12) hour shift schedule, the City may make adjustments to bargaining unit employees' work schedules on a case by case basis for such reasons as covering vacations, training, sick leave, disability leave, etc.; provided however, that the City shall give affected employees assigned to the Patrol Section at least twenty-one (21) days prior written notice of such change(s). Employees being temporarily assigned to the Patrol Section from outside the division and employees returning to their regular assignment after being assigned to the Patrol Section will be given at least ten (10) days prior written notice of such change(s). The failure

to give the required notice shall result in the effected employee(s) assigned to the Patrol Section being compensated at 1.5 times the regular rate for all adjusted hours (those hours outside of the previous schedule) worked on the changed schedule within the twenty-one (21) or ten (10) day periods as described above. This does not apply to student officers undergoing field training. Nothing in this paragraph shall prevent a bargaining unit employee from volunteering to make a schedule change without the requisite notice and waiving the required notice. It is the understanding of both parties that management shall maintain the right to adjust employees' schedules outside of the twenty-one (21) or ten (10) day window in order to avoid overtime costs. In addition, where the movement of an officer to a different shift is done for discipline (including during the investigatory phase) reasons, no notice shall be required and no premium paid. Parties recognize there may be a need from time-to-time where an Employee assigned to Patrol may be assigned to an alternative shift schedule (i.e. 10-hour shift). In that event, the Employee will not be eligible for the additional 9.2 hours of compensation, but will be eligible for compensation for shift changes within twenty-one (21) days.

- d. The City will allow the Guild Board to indicate their shift preference for patrol officers and patrol sergeants (for night shift / day shift placement only) and forward the results to the Operations Commanders by October 15<sup>th</sup> of each year. Under this process patrol officers and patrol sergeants will be allowed to indicate their shift preferences (night shift or day shift) for the next twelve (12) months. Upon receipt of the recommendation, the City shall assign employees to the employees' desired shift, using seniority, as defined in Article 10, Section 8.(c.), to staff the shifts where necessary. During this process, the City may make shift assignments without regard to seniority due to the reasonable operating needs of the Department. Subsequently, the City may also move an officer or sergeant from one shift to another regardless of seniority, in adherence with Article 15, Section 11 (c.) above, and consistent with the reasonable operating needs of the Department. The assignment to squads as opposed to shifts remains within the sole discretion of the City.

#### Section 12: Standby.

- a. Each employee required by a Divisional Commander to serve in a standby capacity outside of regular work hours, shall receive an additional 4% of his/her base monthly pay for that month, regardless of the length of standby during that month.
- b. A bargaining unit employee serving in a standby capacity shall not receive this compensation if he / she are already receiving premium pay of 4% or more during that month.
- c. If an employee is already receiving premium pay during a month in an amount less than 4% and the employee serves in a standby capacity, he or she shall be compensated so that he /she receives a total of 4% premium pay for the month regardless of the length of standby during that month.

- d. In no event shall an employee receive more than 4% premium pay as a result of being placed on standby.
- e. Standby means that the employee has been specifically directed by supervisor (as explicitly authorized by a Divisional Commander) to be in telecommunications, pager, radio or phone range to ensure their availability to return to duty, if necessary, within 60 minutes (or the driving time from his or her primary residence if more than 60 minutes) of the notification to return to duty.

## **ARTICLE 16 - CLOTHING AND EQUIPMENT**

**Section 1: Quartermaster System.** Commissioned personnel shall receive uniforms and other equipment pursuant to the Quartermaster system in effect at the date of the execution of this Agreement.

**Section 2: Cleaning Service.** The Employer agrees to pay up to \$50 per month to each member of the bargaining unit towards cleaning services for clothing supplied by the Employer, and for civilian clothing used in the performance of the duties of plain clothes Employees, provided that an agreement is reached with a single firm or company to provide this service.

- a. The Guild is responsible for securing an agreement with a single firm or company to provide this service.
- b. Departmental clothing or departmental equipment lost, or damaged beyond economical repair shall be replaced at City expense, provided the loss or damage was not the result of negligence or carelessness on the part of the Employee, and provided that the need for replacement clothing does not arise out of non-disability related weight gain more than once every three years.

**Section 3: Detective Clothing Allowance.** Employees assigned to the detective unit as a detective shall receive a clothing allowance of \$750 per calendar year. The clothing allowance must only to be used toward work related attire. Employees so assigned on a short-term basis to address a workload increase or special assignment shall not be eligible for this clothing allowance.

**Section 4: Return of City Property.** All terminated Employees shall be required to return all City-issued equipment including keys, badges, identification cards, manuals, codes, directories, work clothing, tools and all other City property in said Employee's possession.

## **ARTICLE 17 – BILL OF RIGHTS**

The employer shall not discipline or discharge any employee unless just cause for such discipline exists.



- a. Prior to questioning, an employee will be verbally advised if they are being interviewed for the purpose of conducting an administrative review.
- b. Internal Investigation: An Internal Investigation is defined as a formal inquiry, pre-authorized in writing by the Chief of Police, investigating an allegation(s) that an employee or employees violated a law, policy, procedure, rule, or regulation and when the employee misconduct, if sustained, will likely lead to suspension of an employee or greater discipline. This Section does not apply to criminal investigations. Investigations such as supervisory and administrative reviews, informal discussions regarding work performance, meetings to discuss performance evaluations, and meetings to discuss performance improvement plans are not internal investigations and are not the subject to this Section. Nothing in this Section prohibits an employee from invoking his or her right to have a representative present during a preliminary investigation, discussion, or meeting if the employee reasonably believes disciplinary action might result.
  - i. Employees shall be advised in writing prior to an internal investigation interview if they are a witness in the investigation.
  - ii. Employees shall be advised in writing at least 48 hours prior to an internal investigation interview if they are the subject of the internal investigation. However, the employee may provide a written waiver of the 48-hour requirement. The advisement shall include sufficient information concerning the factual nature or subject of the investigation so as to reasonably apprise the employee of the alleged violation(s), and that the employee has the right to Guild representation during the interview. This advanced notice affords the subject employee with reasonable opportunity to contact and consult with his/her Guild representative prior to the internal investigation interview.
  - iii. To the extent reasonably possible, interviews shall take place at department facilities.
  - iv. During the internal investigation interview, employees shall not be subjected to offensive language, nor shall any promises or rewards be made as an inducement to answer questions.
  - v. All interviews shall be limited in scope to activities, circumstances, events, conduct, acts or background which pertains to the incident which is the subject of the investigation. Nothing in this section shall prohibit the employer from questioning the employee about information which is developed during the course of the interview, including information that may pertain to additional potential violations.
  - vi. If the department electronically records the interview, a duplicate copy of the complete interview of the employee shall be furnished, upon request, to the employee within a reasonable amount of time. If the interviewed employee is subsequently disciplined and any part of any recording is transcribed by the employer, the employee shall be given a complimentary

copy thereof. The Guild shall be allowed to tape record the interview with the permission of the employer.

- vii. The employer shall not require an employee to submit to a polygraph examination and no adverse comments regarding the polygraph may be included in the investigation should an employee refuse to submit to a polygraph examination.
- viii. Internal investigations shall be concluded within 120 days from the date the investigation is authorized in writing by the Chief of Police, provided that internal investigations may be extended, at the discretion of the Chief of Police, due to reasonable circumstances. Such circumstances shall include, but not be limited to, the following: (a) complexity of the investigation, (b) work load of assigned investigator(s), (c) pre-scheduled leave (including vacation or mandatory training), (d) unexpected illness of personnel integral to the investigation, (e) unavailability of witnesses after reasonable efforts to locate, (f) undue delays in transcription of interview recordings, (g) delays caused by the Guild or its representatives, (h) emergencies. For purposes of calculating the 120 days, an internal investigation shall be deemed complete on the date that the assigned investigator forwards the results of the investigation up the chain of command. Internal investigations may also be extended if the Chief of Police requests specific, additional investigation.
  - 1. If an extension is needed, the employer shall notify the Guild in writing of the following: (a) when the employer anticipates completing the investigation, and (b) an explanation of the reason for the additional time needed. An extension on this basis shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification.
  - 2. The Guild will be notified when the initial internal investigation has been forwarded to the commander for review. The Risk Management Captain and Chief of Police shall review the investigation and determine what subsequent action will be taken.

During the process of the internal investigation administration review, the subject officer and the Guild shall be notified every 2 weeks on the status of the review and anticipated completion date.

- c. In the event an internal investigation has identified possible criminal conduct, the internal investigation may be suspended pending the outcome of the criminal investigation and judicial process. The employee will be notified if the investigation is suspended, and the suspension will stop all time clocks as relating to internal investigations. The employee will be notified upon the reinstatement of the internal investigation.
- d. No member shall have his or her assigned locker searched, except under any of the following conditions:

- i. in his or her presence;
  - ii. with his or her consent;
  - iii. in the presence of a Guild Representative;
  - iv. where he or she has been notified that a search will be conducted and the member has declined to be present; or e) a valid search warrant has been obtained.
- e. Any employee has the right to petition the Police Chief to remove letters of reprimand or written reprimands from the officer's file after a 6-year period if no other offenses occur. The decision to remove any letters of reprimand or written reprimands is at the sole discretion of the Chief. If any part of this provision is not allowed at any time by state law then the law must be followed.
- f. In accordance with RCW 4.96.041, whenever an action or proceeding for damages is brought against a Guild employee arising from acts of omission while performing or in good faith purporting to perform his or her duties, the employee may request that the City authorize the defense of the action or proceeding at the expense of the City or the City's insurance provider. If the City finds that the acts or omission of the employee were, or good faith purported to be, within the scope of his or her official duties, the request must be granted. In doing so all requirements of RCW 4.96.041 must be met. If any part of this provision is changed by state law then the law must be followed.

## **ARTICLE 18 - BULLETIN BOARDS**

**Section 1.** Proper notices of interest to members of the Guild may be posted on designated Employer bulletin boards. All bulletins posted by the Guild are the responsibility of the officials of the Guild, and shall be signed by either the President or Secretary or Treasurer. Material posted shall not contain anything political in nature.

**Section 2.** The Employer will inform the Guild President of situations where the spirit and intent of this Article have been violated. The Guild President will take such steps as are necessary to eliminate and prevent those situations, thereby maintaining the integrity of the provisions of this Article.

## **ARTICLE 19 – COLLABORATIVE MEETINGS**

Every three months, representatives of the Guild and the Department shall meet to discuss issues of importance to either party. The purpose of the meeting shall be to increase communication between the parties about issues of concern and to reach solutions in an informal environment. Each December the Guild President and the Chief of Police shall develop an annual schedule for the collaborative meetings. It is recognized that meetings may need to be postponed due to schedules or by mutual agreement.



## **ARTICLE 20- CLOSING CLAUSES**

Section 1. This Agreement shall remain in force after its expiration where negotiations between the Employer and the Guild have not resulted in a new Agreement, until such time as a new Agreement is reached or either party serves written notice on the other party of its intention to terminate the agreement.

Section 2: Savings Clause. If any Article or Section of this Agreement should be found invalid, unlawful or unenforceable by reason of existing or subsequent enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effective for the duration of this Agreement. In the event of invalidation of any Article or Section, the Employer and the Guild agree to meet for the purpose of renegotiating said Article or Section.

Section 3. Work hours, shifts or personnel assignments may be changed temporarily by the Employer where an emergency exists.

## **ARTICLE 21 - TERM OF AGREEMENT**

This Agreement shall become effective upon ratification by the Guild and approval by the City Council. Economic terms shall be retroactive to January 1, 2021, if necessary or otherwise specified herein, and shall remain in effect through December 31, 2023.

Date approved by City Council 2.2.2021

Date ratified by the Police Officers' Guild: \_\_\_\_\_

Signed this 8 day of February, 2021

By: Jennifer Phillips  
Jennifer Phillips (Feb 8, 2021 09:00 PST)  
\_\_\_\_\_  
City Manager  
CITY OF BOTHELL

Erik C. Martin  
Erik C. Martin (Feb 8, 2021 21:07 PST)  
\_\_\_\_\_  
Guild President  
BOTHELL POLICE OFFICERS GUILD

Attest: Laura Hathaway  
Laura Hathaway (Feb 9, 2021 08:45 PST)  
\_\_\_\_\_  
City Clerk

Paul Byrne  
Paul Byrne (Feb 9, 2021 10:21 PST)  
\_\_\_\_\_  
City Attorney

**APPENDIX 1**

**AUTHORIZATION FOR DUES DEDUCTION**

I hereby authorize the City of Bothell to deduct from my wages each month the current monthly Guild Dues or agency fees and to transmit this amount to the Bothell Police Officers Guild.

I understand that this authorization is voluntary. I further understand that I must give 30 days-notice to the City of my intention to revoke the deduction.

Date\_\_\_\_\_ Signed\_\_\_\_\_

## **APPENDIX 2**

### **Light Duty Assignments**

The parties agree that Section 8, Light Duty Assignments, of Article 12 of the Agreement shall be administered as follows:

1. A light duty status job may be assigned so as to permit the Employee to continue working within the Department in a duty capacity that the Employee is physically capable of performing while continuing to be paid at the Employee's normal rate of salary.
2. Such assignment is contingent upon the medical prognosis of full physical recovery from the Employee's disability within a reasonable period of time.
3. The maximum time that will be allowed for assignment to a light duty status is sixty (60) days; upon approval of the Employer, the sixty (60) day period may be extended up to a total period of six months. Consideration of the extension shall be based upon the medical prognosis of the Employee being able to return to full employment in a reasonable period of time thereafter in accordance with the advice of a physician retained by the Employer.
4. Determination of an Employee's disability from performing full duty, ability to perform on light duty status, and ability to return to full duty will all be made upon examination and advice of a physician. The Employer may obtain an examination and advice of a physician, retained by the Employer, at the Employer's option.
5. For the purpose of this provision, "a reasonable period of time", is a time period determined solely by the Chief of Police and may vary depending upon many factors including, but not limited to, the staffing needs of the Department and availability of work to be performed by a light duty Employee. The denial of light duty work assignment, under the provisions of this section, regardless of reason, shall not be deemed to constitute discriminatory practice. Employees denied light duty status shall not have access to the grievance procedures of this Agreement.
6. The Employer is under no obligation to create duties for light duty status that would be outside the range of the rank and assignment of the affected Employee, or duties not normally performed by members of the Department.

Both parties acknowledge that they are bound by ADA and the Washington State Law Against Discrimination. This Memorandum of Understanding provides guidance but will not be administered in conflict with State or Federal Law.

### **APPENDIX 3**

#### **Traffic Control and Flagging Services**

The Guild and the City, agree to allow former fully commissioned law enforcement officers who were previously members of the Guild that have voluntarily transferred (as opposed to promoted) positions in the Bothell Police Department to continue to perform certain traffic and flagging services in the City, based on the following:

1. Must be a qualified, non-commissioned City of Bothell Police Department employee who was previously a fully commissioned law enforcement officer and Guild member may work off-duty performing traffic control and/or flagging duties so long as it does not conflict with the provisions mentioned below.
2. This exception does not apply to persons who have promoted out of the Guild to a higher rank in the police department.
3. This exception does not apply to those traffic control and flagging scenarios that require a fully commissioned law enforcement officers pursuant to RCW and WAC requirements.
4. Qualified, non-commissioned City of Bothell employees working off-duty traffic control and/or flagging duties shall not be armed and shall not utilize marked police vehicles in performance of their duties.
5. This agreement shall not set precedent for any other situations arising between the Guild and the City related to the assignment of off duty Guild work.
6. Any disputes arising out of this agreement shall be resolved using the grievance procedure in the collective bargaining agreement between the parties.

## **APPENDIX 4**

### **Pre-Employment Background Investigations**

The City and Guild have an interest in utilizing a third-party vendor to conduct pre-employment background investigations on prospective Bothell Police Department and City personnel when the current workload of Guild members assigned to the Investigations Division and the Office of Professional Standards are very high. It is agreed that:

1. The City may utilize a third-party vendor to conduct pre-employment background investigations for civilian Bothell Police Department and City personnel.
2. The continued agreement to allow this work to be conducted by non-Guild personnel remains contingent upon the mutual understanding that the background investigation efforts are intermittent and do not justify the addition of a full-time permanent position for this purpose.
3. Pre-employment background investigations will be re-assigned to Guild personnel prior to laying off a Guild member for lack of work.
4. If a qualified Guild member is available for this work due to unforeseen circumstances that work will be reassigned.
5. The assignment of pre-employment background investigations to a third-party vendor may not be used to justify the need to reduce the current number of detective and SRO assignments or number of positions represented by the Guild.

**APPENDIX 5****Salary Schedule**

Bothell Police Officer's monthly and hourly base rates, excluding premium pay types  
(based on 2080 annual hours)

<b>Rank or</b>	<b>1/1/2021</b>	<b>1/1/2022</b>	<b>1/1/2023</b>
<b>Classification</b>	<b>100% CPI (1%)</b>	<b>100% CPI</b>	<b>100% CPI</b>
Officer - Entry	\$6,507		
Officer 1	\$7,083		
Officer 2	\$7,510		
Officer 3	\$7,960		
Officer 4	\$8,496		
Sergeant	\$9,842		

- a. Effective January 1, 2021, the Police Officer wage rates will be increased by 1% which is the equivalent of 100% CPI-W Seattle-Tacoma-Bellevue June 2019 to June 2020 Index as published by the Bureau of Labor Statistics.
- b. Effective January 1, 2022, the Police Officer wage rates will be increased by 100% CPI-W Seattle-Tacoma-Bellevue June 2020 to June 2021 Index as published by the Bureau of Labor Statistics.
- c. Effective January 1, 2023, the Police Officer wage rates will be increased by 100% CPI-W Seattle-Tacoma-Bellevue June 2021 to June 2022 Index as published by the Bureau of Labor Statistics.

**Deferred Compensation:** The City agrees to continue to contribute up to 3.25% of an employee's base wage to a deferred compensation account, providing the employee matches the contribution. The 0.25% of the above percentage is provided in lieu of the difference between a past City administered disability plan and the current Guild plan as outlined in Article 14, Section 4.

If the deferred compensation match will cause the Employee's contribution to the deferred compensation program to exceed the IRS maximum, the Employee will reduce his/her contribution to allow for the City's contribution.

The parties agree that the Employer's contribution to the deferred compensation program shall not be added to base wage for the purposes of calculating overtime or future wage increases.

Advancement of police officers and sergeants to the next highest grade shall be based upon one year of service in grade and satisfactory performance evaluation.

Police officers hired as lateral entry officers may be hired at the Officer 1, 2 or 3 level, based on their training and experience. Such placement shall be at the discretion of the Chief of Police and is not subject to grievance or appeal.